

# Exhibit C

WEIL, GOTSHAL & MANGES LLP  
1 Stephen Karotkin (*pro hac vice*)  
2 (stephen.karotkin@weil.com)  
3 Ray C. Schrock, P.C. (*pro hac vice*)  
4 (ray.schrock@weil.com)  
5 Jessica Liou (*pro hac vice*)  
6 (jessica.liou@weil.com)  
7 Matthew Goren (*pro hac vice*)  
8 (matthew.goren@weil.com)  
9 767 Fifth Avenue  
10 New York, NY 10153-0119  
11 Tel: 212 310 8000  
12 Fax: 212 310 8007

13 Keller & Benvenutti LLP  
14 Tobias S. Keller (#151445)  
15 (tkeller@kellerbenvenutti.com)  
16 Jane Kim (#298192)  
17 (jkim@kellerbenvenutti.com)  
18 650 California Street, Suite 1900  
19 San Francisco, CA 94108  
20 Tel: 415 496 6723  
21 Fax: 650 636 9251

22 CRAVATH, SWAINE & MOORE LLP  
23 Paul H. Zumbro (*pro hac vice*)  
24 (pzumbro@cravath.com)  
25 Timothy G. Cameron (*pro hac vice*)  
26 (tcameron@cravath.com)  
27 Kevin J. Orsini (*pro hac vice*)  
28 (korsini@cravath.com)  
29 Omid H. Nasab (*pro hac vice*)  
30 (onasab@cravath.com)  
31 825 Eighth Avenue  
32 New York, NY 10019  
33 Tel: 212 474 1000  
34 Fax: 212 474 3700

35 *Attorneys for Debtors and Debtors in Possession*

36 **UNITED STATES BANKRUPTCY COURT**

37 **NORTHERN DISTRICT OF CALIFORNIA**

38 **SAN FRANCISCO DIVISION**

39 **In re:**

40 **PG&E CORPORATION,**

41 - and -

42 **PACIFIC GAS AND ELECTRIC  
43 COMPANY,**

44 **Debtors.**

45  Affects PG&E Corporation  
46  Affects Pacific Gas and Electric Company  
47  Affects both Debtors

48 \*All papers shall be filed in the Lead Case,  
49 No. 19-30088 (DM).

50 Bankruptcy Case No. 19-30088 (DM)

51 Chapter 11

52 (Lead Case)

53 (Jointly Administered)

54 **[FURTHER AMENDED PROPOSED]  
55 CONFIDENTIALITY AND PROTECTIVE  
56 ORDER**

1        This Confidentiality and Protective Order (“**Order**”) shall govern the production, review,  
2 disclosure, and handling of any Discovery Material (as defined herein) by any person or entity (each a  
3 “**Party**” and, collectively, the “**Parties**”) in connection with the above-captioned chapter 11 cases  
4 pending before the United States Bankruptcy Court for the Northern District of California (the  
5 “**Bankruptcy Court**”), Ch. 11 Case Nos. 19-30088 (DM) and 19-30089 (DM) (collectively, the  
6 “**Chapter 11 Cases**”).

7        1. PURPOSES AND LIMITATIONS

8        This Order applies to all discovery in the Chapter 11 Cases and related proceedings, including  
9 informal discovery, discovery under Bankruptcy Rule 2004, and discovery in connection with judicial  
10 or other proceedings, such as contested matters, adversary proceedings and other disputes (each, a  
11 “**Case**,” and collectively, the “**Cases**”). The Parties have sought or may seek certain Discovery  
12 Material (as defined below) from one another with respect to the Chapter 11 Cases (collectively,  
13 “**Discovery Requests**”) as provided by the Federal Rules of Civil Procedure (the “**Federal Rules**”),  
14 the Bankruptcy Rules, and the Local Rules of Bankruptcy Practice and Procedure of the Bankruptcy  
15 Court (the “**Local Rules**”). The purpose of this Order is to facilitate and expedite the production,  
16 exchange and treatment of Discovery Material (as defined below) and to protect Discovery Material  
17 that a Party seeks to maintain as confidential. However, the Parties acknowledge that this Order does  
18 not entitle them to file confidential information under seal without further order of the Court; United  
19 States District Court for the Northern District of California Civil Local Rule 79-5 (incorporated into  
20 the Local Rules by Rule 1001-2) sets forth the procedures that must be followed and the standards that  
21 will be applied when a Party seeks permission from the Court to file material under seal.

22        2. DEFINITIONS

23        2.1        Challenging Party: a Party that challenges the designation of information or  
24 items under this Order.

25        2.2        Counsel (without qualifier): Outside Counsel of Record or House Counsel (as  
26 well as their support staff).

1                   2.3    Designating Party: a Party that designates information or items that it produces  
2 in response to Discovery Requests as “CONFIDENTIAL”, “HIGHLY CONFIDENTIAL”,  
3 “PROFESSIONAL EYES ONLY” or “CONTRACTOR CONFIDENTIAL.”

4                   2.4    Discovery Material: all items or information, regardless of the medium or  
5 manner in which it is generated, stored, or maintained (including, among other things, testimony,  
6 transcripts, and tangible things), that are produced or generated in disclosures or responses to  
7 Discovery Requests or provided to industry advisors, financial advisors, accounting advisors, experts  
8 and consultants (and their respective staff) that are retained by the Debtors’ creditors in connection  
9 with the Chapter 11 Cases, including deposition testimony, interrogatories, answers to interrogatories,  
10 requests for admission, responses to requests for admission, documents, information and things  
11 produced, including information provided to the Receiving Party orally, as well as any and all copies,  
12 abstracts, digests, notes, summaries, and excerpts thereof.

13                  2.5    House Counsel: attorneys who are employees or contractors of a Party. House  
14 Counsel does not include Outside Counsel of Record or any other outside counsel.

15                  2.6    Outside Counsel: attorneys who are not employees of a Party but are retained to  
16 represent or advise a Party regarding the Chapter 11 Cases. With respect to the Debtors, and any  
17 Official Committee, Outside Counsel refers to counsel that has been retained by one of the above  
18 Parties and whose retention has been approved by the Court.

19                  With respect to the Ad Hoc Group of Subrogation Claim Holders (the “Ad Hoc  
20 Group”), Outside Counsel shall include attorneys on the attached “List of Subrogation Outside  
21 Counsel” (Exhibit B) who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit  
22 A), so long as the attorney continues to represent members of the Ad Hoc Group in such capacity (the  
23 “Subrogation Outside Counsel”). Nothing in this definition of Outside Counsel prevents or  
24 prejudices a Producing Party from taking the position that Subrogation Outside Counsel should not be  
25 provided with particular discovery or from raising that issue with the Court.

26                  2.7    Producing Party: a Party that produces Discovery Material.

2.8 Professional Vendors: persons or entities that provide litigation support services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing, storing, or retrieving data in any form or medium) and their employees and subcontractors.

2.9 Protected Material: any Discovery Material that is designated as “CONFIDENTIAL”, “HIGHLY CONFIDENTIAL”, “PROFESSIONAL EYES ONLY” or “CONTRACTOR CONFIDENTIAL.”

2.10 Receiving Party: a Party that receives Discovery Material directly from the Producing Party.

### 3. SCOPE

This Order applies to all Discovery Material exchanged in or subject to discovery that is produced, formally or informally in response to or in connection with any Discovery Requests in the Cases. Discovery Material produced informally by the Debtors in connection with the Chapter 11 Cases or pursuant to Rule 2004 (unless otherwise agreed by the Debtors) may only be used in the Chapter 11 Cases, including in connection with any contested motions in the Chapter 11 Cases, and may not be used in connection with any adversary proceeding or other litigation. This Order does not affect, amend or modify any existing confidentiality agreements, Committee Bylaws, non-disclosure agreements, intercreditor agreements, protective orders or similar agreements applicable to any Producing Party and/or Receiving Party, and nothing in this Order shall constitute a waiver of any rights under such agreements or orders. Where this Order is in conflict with any existing confidentiality agreements, intercreditor agreements, Committee Bylaws, non-disclosure agreements, protective orders or similar agreements applicable to any Producing Party and/or Receiving Party in connection with the Cases, the provision that provides the most confidentiality protection for Discovery Materials applies.

The protections conferred by this Order cover not only Protected Material, but also (1) any information copied or extracted from Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony, conversations, or presentations by Parties or their Counsel that might reveal Protected Material. However, the protections conferred by this Order do not cover the following information: (a) any information that is in the public domain at the time of

1 disclosure to a Receiving Party or becomes part of the public domain after its disclosure to a Receiving  
2 Party as a result of publication not involving a violation of this Order, including becoming part of the  
3 public record through trial or otherwise; and (b) any information known to the Receiving Party prior to  
4 the disclosure or obtained by the Receiving Party after the disclosure from a source who obtained the  
5 information lawfully and under no obligation of confidentiality to the Designating Party.

6 This Order does not apply to (a) the California Public Utilities Commission; (b) the state  
7 agencies as defined in California Government Code section 11000 and including the California State  
8 University; (c) the United States of America; (d) the City and County of San Francisco; (e) the City of  
9 San José; (f) Sonoma Clean Power Authority; (g) Valley Clean Energy Alliance; (h) Redwood Coast  
10 Energy Authority; (i) Pioneer Community Energy; (j) Peninsula Clean Energy; (k) CleanPowerSF; (l)  
11 Marin Clean Energy; (m) Silicon Valley Clean Energy Authority; (n) East Bay Community Energy  
12 Authority; (o) the Monterey Bay Community Power Authority; (p) the Northern California Power  
13 Agency; and (q) Transmission Agency of Northern California. With respect to the entities in (f)-(o)  
14 above (collectively, the “CCA’s”) and with respect to the entities in (p) and (q) above (collectively, the  
15 “JPA’s”), the carve-out includes each of the governmental unit constituent members of the CCA’s and  
16 the JPA’s, solely in such governmental unit’s capacity as a constituent member of the applicable CCA  
17 or JPA.

18 Nothing herein shall prevent or otherwise restrict a Receiving Party from notifying,  
19 confidentially and in good faith, law enforcement or regulatory personnel of a governmental unit of a  
20 potential violation of law revealed by the Discovery Material; provided that such notification shall not  
21 involve the transmission of the Protected Materials themselves.

22 4. DURATION

23 Even after Debtors’ emergence from Bankruptcy, the confidentiality obligations imposed by this  
24 Order shall remain in effect until a Designating Party agrees otherwise in writing or a Court order  
25 otherwise directs. The Debtors’ emergence from Bankruptcy shall not relieve the Parties from their  
26 responsibility to maintain the confidentiality of Discovery Material pursuant to this Order, and the  
27 Court shall retain jurisdiction to enforce the terms of this Order.  
28

5. DESIGNATING PROTECTED MATERIAL

1           5.1    Manner and Timing of Designations. Subject to Paragraphs 5.5 and 5.6 and,  
2 except as otherwise provided in this Order, or as otherwise stipulated or ordered, Discovery Material  
3 that qualifies for protection under this Order must be clearly so designated before the material is  
4 disclosed or produced. Any Producing Party may designate Discovery Material as  
5 “CONFIDENTIAL”, “HIGHLY CONFIDENTIAL”, “PROFESSIONAL EYES ONLY” or  
6 “CONTRACTOR CONFIDENTIAL” in accordance with the following provisions:  
7

8           5.2    “CONFIDENTIAL” Material. A Producing Party may designate Discovery  
9 Material as “CONFIDENTIAL” if such Producing Party believes in good faith (or with respect to  
10 documents received from another person, has been reasonably advised by such other person) that: (1)  
11 such Discovery Material (a) constitutes or contains nonpublic proprietary or confidential technical,  
12 business, financial, personal or other information of a nature that can be protected under the  
13 Bankruptcy Rules or the Federal Rules or (b) is subject by law or by contract to a legally protected  
14 right of privacy; or (2) the Producing Party (a) is under a preexisting obligation to a third-party to treat  
15 such Discovery Material as confidential or (b) has in good faith been requested by another Party to so  
16 designate such Discovery Material on the grounds that such other Party considers such Discovery  
17 Material to contain information that is confidential or proprietary to such Party.  
18

19           5.3    “HIGHLY CONFIDENTIAL” or “PROFESSIONAL EYES ONLY” Material.  
20 A Producing Party may designate Discovery Material as “HIGHLY CONFIDENTIAL” and/or  
21 “PROFESSIONAL EYES ONLY” if such Producing Party believes in good faith (or with respect to  
22 documents received from another person, has been reasonably advised by such other person) that such  
23 Discovery Material constitutes or includes “HIGHLY CONFIDENTIAL” and/or “PROFESSIONAL  
24 EYES ONLY” Material that is of such a nature that a risk of competitive injury or a material risk to the  
25 Debtors’ development of a plan of reorganization or emergence from Bankruptcy would be created if  
26 such Discovery Material were disclosed to persons other than those identified in Paragraph 7.3 of this  
27 Order, such as trade secrets, sensitive financial, personal or business information, including insurance  
28 policy information, or material prepared by its industry advisors, financial advisors, accounting  
advisors, experts or consultants (and their respective staff) that are retained by any Party in connection

1 with these Chapter 11 Cases, and only to the extent that the Producing Party believes in good faith that  
2 such material is of such a nature that Highly Confidential or Professional Eyes Only treatment is  
3 warranted.

4                   5.4        “CONTRACTOR CONFIDENTIAL” Material.

5                   (a)       A Producing Party may designate Discovery Material as “CONTRACTOR  
6 CONFIDENTIAL” if disclosure of such Material to a PG&E contractor would create a substantial risk  
7 of serious harm that could not be avoided by less restrictive means. “PG&E Contractors” means any  
8 person or entity retained to provide any goods and/or services to PG&E. This designation will also  
9 encompass the following: (1) any information copied or extracted from Contractor Confidential  
10 material; (2) all copies, excerpts, summaries, or compilations of Contractor Confidential material; and  
11 (3) any testimony, conversations, or presentations by parties or their Counsel that might reveal  
12 Contractor Confidential material.

13                   (b)       If a PG&E Contractor is a Producing Party, the PG&E Contractor may redact  
14 sensitive and proprietary information at the time of its initial production, identifying the redaction by  
15 general description (for example, “bidding calculations,” or “profit information”). If any Party objects  
16 to the redaction of such information and contends that a particular need exists for production of the  
17 redacted information, the procedures for challenging confidential designations in Paragraph 6 shall  
18 apply to the redaction.

19                   5.5        Manner Of Designating Discovery Material. Designation in conformity with this  
20 Order requires:

21                   (a)       for information in documentary form (e.g., paper or electronic documents, but excluding  
22 transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix the  
23 legend “CONFIDENTIAL”, “HIGHLY CONFIDENTIAL”, “PROFESSIONAL EYES ONLY” or  
24 “CONTRACTOR CONFIDENTIAL” to each page that contains protected material.

25                   (b)       for testimony given in deposition or in other pretrial or trial proceedings, such testimony may  
26 be designated as appropriate by: (a) Stating so orally on the record and requesting that the relevant  
27 portion(s) of testimony is so designated; or (b) Providing written notice within seven (7) days of the  
28 Party’s receipt of the final transcript from the court reporter that the relevant portion(s) of such

1 transcript or recording of a deposition thereof is so designated, except in the event that a hearing on  
2 related issues is scheduled to occur within seven (7) days, in which case the foregoing seven (7) day  
3 period will be reduced to three (3) business days. Until expiration of the aforesaid designation period,  
4 as applicable, following receipt of the transcript by the Parties, all deposition transcripts and recordings  
5 shall be considered and treated as Confidential Material unless otherwise designated by counsel to any  
6 Party on the record at the deposition or in other pretrial or trial proceedings.

7 (c) for information produced in some form other than documentary and for any other tangible  
8 items, that the Producing Party affix in a prominent place on the exterior of the container or containers  
9 in which the information or item is stored the legend "CONFIDENTIAL", "HIGHLY  
10 CONFIDENTIAL", "PROFESSIONAL EYES ONLY" or "CONTRACTOR CONFIDENTIAL."

11 5.6 Inadvertent Failures to Designate. The failure to designate particular Discovery  
12 Material as "CONFIDENTIAL", "HIGHLY CONFIDENTIAL", "PROFESSIONAL EYES ONLY"  
13 or "CONTRACTOR CONFIDENTIAL" at the time of production shall not operate to waive a  
14 Producing Party's right to later designate such Discovery Material as Protected Material or later apply  
15 another designation pursuant to this Order ("Misdesignated Material"). At such time, arrangement will  
16 be made for the destruction of the Misdesignated Material or for the return to the Producing Party of  
17 all copies of the Misdesignated Material and for the substitution, where appropriate, of properly labeled  
18 copies of such Discovery Material. Upon receipt of replacement copies of such Misdesignated  
19 Material with the proper designation, the Receiving Party or Parties shall promptly take all  
20 commercially reasonable steps to return or destroy all previously produced copies of such  
21 Misdesignated Material. If requested by the Producing Party, a Receiving Party shall verify in writing  
22 that it has taken all commercially reasonable steps to return or destroy such Misdesignated Material.  
23 No Party shall be deemed to have violated this Order if, prior to notification of any later designation,  
24 such Discovery Material was disclosed or used in any manner consistent with its original designation  
25 but inconsistent with its later designation. Once such later designation has been made, however, any  
26 Discovery Material shall be treated in accordance with that later designation; provided, however, that if  
27 the material that was not designated has been, at the time of the later designation, previously publicly  
28

1 filed with a Court, no Party shall be bound by such later designation except to the extent determined by  
2 the Court upon motion of the Party that did not make the designation.

3 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

4           6.1    Timing of Challenge to Confidentiality Designations. A Receiving Party shall not  
5 be obliged to challenge the propriety of a confidentiality designation at the time made, and a failure to  
6 do so shall not preclude a subsequent challenge thereto. The failure of any Party to challenge the  
7 designation by a Producing Party of Discovery Materials as “Confidential,” “Highly Confidential,” or  
8 “Professional Eyes Only” during the discovery period shall not be a waiver of that Party’s right to  
9 object to the designation at trial.

10           6.2    Meet and Confer. The Challenging Party shall initiate the dispute resolution  
11 process by providing written notice of each designation it is challenging and describing the basis for  
12 each challenge. To avoid ambiguity as to whether a challenge has been made, the written notice must  
13 recite that the challenge to confidentiality is being made in accordance with this specific paragraph of  
14 the Order. Within five (5) business days of the date of service of the notice challenging the designation,  
15 the Parties shall attempt to resolve each challenge in good faith and must begin the process by  
16 conferring directly. In conferring, the Challenging Party must explain the basis for its belief that the  
17 confidentiality designation was not proper and must give the Designating Party an opportunity to  
18 review the Protected Material, to reconsider the circumstances, and, if no change in designation is  
19 offered, to explain the basis for the chosen designation. A Challenging Party may proceed to the next  
20 stage of the challenge process only if it has engaged in this meet and confer process first or establishes  
21 that the Designating Party is unwilling to participate in the meet and confer process in a timely manner.

22           6.3    Judicial Intervention. If the Parties cannot resolve a challenge without court  
23 intervention and if either the Challenging Party or the Designating Party wishes to then seek Court  
24 intervention, both the Challenging Party and Designating Party shall submit a joint letter or motion to  
25 the Court, reflecting each party’s position, describing adherence to paragraph 6.2’s “meet and confer”  
26 requirement, and attaching any relevant information (including documents or declarations), within ten  
27 (10) business days after the conclusion of efforts to meet and confer and the indication in writing by  
28 either the Challenging Party or the Designating Party of its intent to seek court intervention. If by joint

1 motion, the motion shall be set at the first available date on regular notice. The Court expects the  
2 parties to cooperate in the preparation of the joint letter or motion so that each side has adequate time  
3 to prepare its own arguments and address its adversary's arguments before submission. The burden of  
4 persuasion in any such challenge proceeding shall be on the Designating Party.

5 All Parties shall continue to afford the material in question the level of protection to which it is  
6 entitled under the Producing Party's designation until the Court rules on the challenge.

7. ACCESS TO AND USE OF DISCOVERY MATERIAL

8.1 Use of Discovery Material. A Receiving Party may use Discovery Material that  
9 is disclosed or produced by another Party solely for the purposes of these Chapter 11 Cases and not for  
10 any other purpose, including any other litigation or judicial proceedings, or any business, competitive,  
11 governmental, commercial, or administrative purpose or function. In the case of use by Official  
12 Committees or Committee Professionals, Protected Material may be used only in a manner consistent  
13 with the Committee's duties and responsibilities. Such Protected Material may be disclosed only to the  
14 categories of persons and under the conditions described in this Order. When the Debtors emerge from  
15 Bankruptcy, a Receiving Party must comply with the provisions of section 14 below (FINAL  
16 DISPOSITION).

17 Protected Material must be stored and maintained by a Receiving Party at a location and in a  
18 secure manner that ensures that access is limited to the persons authorized under this Order.

19.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise  
20 ordered by the Court or permitted in writing by the Designating Party, a Receiving Party may disclose  
21 any information or item designated "CONFIDENTIAL" only to:

- 22 (a) the officers, directors, employees, and Counsel of the Receiving Party to whom disclosure is  
23 reasonably necessary for purposes of the Chapter 11 Cases or a Case;
- 24 (b) where the Receiving Party is an Official Committee, its members, Outside Counsel and its  
25 advisors that are retained by the Official Committee or its Outside Counsel and where necessary  
26 approved by the Court, to whom disclosure is reasonably necessary for purposes of the Chapter 11  
27 Cases or a Case;
- 28 (c) the Debtors;

1 (d) any Official Committee, including its members, and the Official Committee's Outside Counsel  
2 to whom the Producing Party has given consent;  
3 (e) the U.S. Trustee;  
4 (f) any other persons specified in Paragraph 7.3 below.

5       7.3     Disclosure of "HIGHLY CONFIDENTIAL" or "PROFESSIONAL EYES  
6 ONLY" Information or Items. Unless otherwise ordered by the Court or permitted in writing by the  
7 Designating Party, a Receiving Party may disclose any information or item designated "HIGHLY  
8 CONFIDENTIAL" or "PROFESSIONAL EYES ONLY" only to:

9 (a) Outside Counsel of the Receiving Party to whom disclosure is reasonably necessary for  
10 purposes of the Chapter 11 Cases or a Case;  
11 (b) financial advisors, accounting advisors, experts and consultants (and their respective staff) that  
12 are retained by the Receiving Party (and in the case of the Debtors or any Official Committee,  
13 approved by the Court) in connection with the Chapter 11 Cases who have signed the  
14 "Acknowledgment and Agreement to Be Bound" (Exhibit A);  
15 (c) financial advisors, accounting advisors, experts and consultants (and their respective staff) that  
16 are retained by any Party (and in the case of the Debtors or any Official Committee, approved by the  
17 Court) in connection with the Chapter 11 Cases, to whom the Producing Party may consent in writing  
18 and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A).  
19 (d) Outside Counsel for the U.S. Trustee;  
20 (e) the Bankruptcy Court or any Court to which an appeal of a Case is taken, and their personnel;  
21 (f) court reporters and their staff, professional jury or trial consultants, mock jurors, and  
22 Professional Vendors to whom disclosure is reasonably necessary for purposes of the Chapter 11 Cases  
23 or a Case and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);  
24 (g) for purposes of witness preparation, any deponent or witness who was noticed for a deposition,  
25 or is on a witness list for hearing or trial, in preparation for his or her noticed deposition, hearing, or  
26 trial testimony where such Protected Material is determined by counsel in good faith to be necessary to  
27 the anticipated subject matter of testimony, and that doing so would not cause competitive harm,  
28 provided, however, that such persons (1) sign the "Acknowledgment and Agreement to Be Bound"

1 (Exhibit A), (2) are only provided such Protected Material in connection with preparation for the  
2 anticipated testimony, and (3) shall not be permitted to retain copies of such Protected Material.

3 (h) Deponents and witnesses where counsel has a good faith basis for believing that the witness  
4 would have had knowledge of the contents of the Protected Material in the course of fulfilling his or  
5 her responsibilities or has information that directly bears upon the Protected Material.

6 (i) the author or recipient of a document containing the information or a custodian or other person  
7 who otherwise possessed or knew the information.

8 (j) any adverse witness during the course of a deposition where counsel questioning the witness  
9 reasonably and in good faith believes that questioning the witness regarding the document is necessary  
10 and that doing so would not cause competitive harm and who have signed the "Acknowledgment and  
11 Agreement to Be Bound" (Exhibit A).

12 (k) any other person or entity with respect to whom the Producing Party may consent in writing  
13 and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A). A request by a  
14 Receiving Party under this Section 7.3(k) must be in writing and reasonably specify the Discovery  
15 Materials that it seeks to disclose, the "person or entity" to which it seeks to disclose this Discovery  
16 Material, and the reason it seeks to disclose these Discovery Materials. The Producing Party shall use  
17 reasonable best efforts to provide a response in three (3) business days, and no later than (5) business  
18 days, from receipt of a written request. If the request is denied, either Party may promptly seek Court  
19 intervention.

20        7.4    Disclosure of "CONTRACTOR CONFIDENTIAL" Information or Items.

21 Unless otherwise ordered by the Court or permitted in writing by the Designating Party, a Receiving  
22 Party may disclose any information or item designated "CONTRACTOR CONFIDENTIAL" only to  
23 those parties listed in sections 7.2 – 7.3, but may not disclose such information to PG&E contractors or  
24 their advisors.

25        7.5    Filing or Submitting Protected Material To Court. Without written permission

26 from the Designating Party or a court order secured after appropriate notice to all interested persons, a  
27 Party may not file in the public record related to a Case or the Chapter 11 Cases any Protected  
28 Material. A Party that seeks to file any Protected Material with the Court must file under seal in

1 accordance with the Federal Rules, the Bankruptcy Rules, the Local Rules, and the individual practice  
2 rules of the Judge. Protected Material may only be filed under seal pursuant to a court order  
3 authorizing the sealing of the specific Protected Material at issue.

4        7.6      Use of Protected Material in Open Court. The limitations on disclosure in this  
5 Order shall not apply to any Discovery Materials offered or otherwise used by any Party at trial or any  
6 hearing held in open court except as provided in this paragraph. As part of any pretrial conference or  
7 any meet and confer regarding the use of exhibits in any evidentiary hearing, and at least 72 hours prior  
8 to the use of any Protected Material at trial or any hearing to be held in open court, counsel for any  
9 Party who desires to offer or use such Protected Material at trial or any hearing to be held in open  
10 court shall meet and confer in good faith with the Producing Party together with any other Parties who  
11 have expressed interest in participating in such meet and confer to discuss ways to redact the Protected  
12 Material so that the material may be offered or otherwise used by any party, in accordance with the  
13 provisions of the Bankruptcy Code and Bankruptcy Rules. If the Parties are unable to resolve a dispute  
14 related to such Protected Material, then the Party who desires to offer or use such Protected Material  
15 at trial or any hearing to be held in open court bears the burden of requesting relief from the Court and,  
16 in the absence of such relief, such Protected Material shall not be offered or otherwise used at trial or  
17 any hearing held in open court.

18        8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER  
19 PROCEEDINGS

20        If a Party is served with a subpoena or a court order issued in other proceedings that compels  
21 disclosure of any information or items designated in a Case or these Chapter 11 Cases as  
22 “CONFIDENTIAL”, “HIGHLY CONFIDENTIAL”, “PROFESSIONAL EYES ONLY”, or  
23 “CONTRACTOR CONFIDENTIAL” that Party must:

24        (a) promptly notify in writing the Designating Party. Such notification shall include a copy of the  
25 subpoena or court order;

26        (b) promptly notify in writing the party who caused the subpoena or order to issue in the other  
27 litigation that some or all of the material covered by the subpoena or order is subject to this Order.  
28 Such notification shall include a copy of this Order; and

1 (c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating  
2 Party whose Protected Material may be affected.

3 If the Designating Party timely seeks a protective order, the Party served with the subpoena or  
4 court order shall not produce any Protected Material before a determination by the Court from which  
5 the subpoena or order issued, unless the Party has obtained the Designating Party's permission. The  
6 Designating Party shall bear the burden and expense of seeking protection in that Court of its  
7 confidential material – and nothing in these provisions should be construed as authorizing or  
8 encouraging a Receiving Party in this action to disobey a lawful directive from another Court.

9. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

10 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected  
11 Material to any person or in any circumstance not authorized under this Order, the Receiving Party  
12 must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its  
13 best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or  
14 persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request  
15 such person or persons to execute the "Acknowledgment and Agreement to Be Bound" that is attached  
16 hereto as Exhibit A. Disclosure of Protected Material other than in accordance with the terms of this  
17 Order may subject the disclosing person to such sanctions and remedies as the Court may deem  
18 appropriate.

19. INADVERTENT PRODUCTION OF PRIVILEGED DISCOVERY MATERIAL

20 This Order is entered pursuant to Rule 502(d) of the Federal Rules of Evidence. If a Producing  
21 Party produces materials that the Producing Party later discovers to be privileged or subject to other  
22 protection, such as work-product protection, the production of that material shall not be deemed to  
23 constitute the waiver of any applicable privileges or protections. In such circumstances, shortly after  
24 the Producing Party becomes aware that privileged material was produced, it must notify the Receiving  
25 Party and request, at the Producing Party's election, either the return or the destruction of the  
26 produced material. Immediately after receiving such notification, the Receiving Party shall, as  
27 instructed, return or destroy and confirm destruction of all such produced material, including all copies,  
28 notes, and/or summaries thereof in any Receiving Party work product. The Receiving Party shall not

1 use the contents of such material for any purpose, including in connection with any effort seeking to  
2 compel production of the produced material. The Receiving Party must take reasonable steps to  
3 retrieve the produced material if the Receiving Party disclosed it before being notified. Such return or  
4 destruction and confirmation of destruction shall not preclude the Receiving Party from seeking to  
5 compel production of the produced material for reasons other than its production or any information  
6 about the contents of the material that was gained due to its production. Moreover, this Order shall  
7 not prevent any Party from challenging the designation of such material as privileged or protected and  
8 moving to compel production of allegedly privileged or protected documents. If the Receiving Party  
9 becomes aware during the review of any material that is likely to be privileged or subject to other  
10 protection, the Receiving Party shall immediately notify the Producing Party and sequester the material  
11 until the Producing Party has had a reasonable opportunity to respond.

12 11. DEPOSITIONS

13       11.1 Presence Of Persons During Deposition Testimony. Anyone who attends a  
14 deposition is subject to the provisions of this Order with respect to such deposition. When Protected  
15 Material is elicited during a deposition, persons not entitled to receive such information under the  
16 terms of this Order shall, upon request, be excluded from the portion of the deposition so designated.

17       11.2 Responsibilities And Obligations Of Court Reporters. In the event that  
18 testimony is designated as Confidential, Highly Confidential or Professional Eyes Only Material, the  
19 court reporter, who shall first have agreed to abide by the terms of this paragraph, shall be instructed to  
20 include on the cover page of each such transcript the legend, "This transcript portion contains  
21 information subject to a Protective Order and shall be used only in accordance therewith," and each  
22 page of the transcript shall include the legend "CONFIDENTIAL," "HIGHLY CONFIDENTIAL",  
23 "PROFESSIONAL EYES ONLY" or "CONTRACTOR CONFIDENTIAL" as appropriate. If the  
24 deposition is recorded, the recording shall also be subject to the same level of confidentiality as the  
25 transcript and include the legend "CONFIDENTIAL", "HIGHLY CONFIDENTIAL",  
26 "PROFESSIONAL EYES ONLY," or "CONTRACTOR CONFIDENTIAL" as appropriate, if any  
27 portion of the transcript itself is so designated.

28 12. PRODUCTION OF CUSTOMER SMART METER DATA

1           12.1 Pursuant to California Public Utilities Commission Decision No. 11-07-056 and  
2 related decisions, utility customer smart meter usage data may only be disclosed after providing  
3 affected customers with seven days notice and an opportunity to object to such disclosure as required  
4 by the Decision. Pursuant to Debtor Pacific Gas and Electric Company's tariff Electric and Gas Rules  
5 9.M and 27, confidential customer information is subject to similar prior notice requirements as  
6 applicable to such customer information. To the extent Debtors produce customer smart meter usage  
7 data subject to these rules and tariffs, Debtors shall provide affected customers with appropriate notice  
8 prior to production and appropriate notification to the affected customers as required by the rules and  
9 tariffs. Producing Party and Receiving Party shall comply with all federal and state privacy laws as  
10 applicable to customer data under this Order.

11           13. MISCELLANEOUS

12           13.1 Right to Further Relief. Nothing in this Order abridges the right of any person  
13 to seek its modification by the Court in the future, including as this Order applies to any particular  
14 contested matter or adversary proceeding.

15           13.2 Right to Assert Other Objections. Nothing in this Order waives any right by a  
16 Party that it otherwise would have to object to disclosing or producing any information or item on any  
17 ground not addressed in this Order. Similarly, no Party waives any right to object on any ground to use  
18 in evidence of any of the material covered by this Order.

19           13.3 Continuing Applicability Of Order. The provisions of this Order shall survive  
20 the Debtors' emergence from Bankruptcy for any retained Discovery Material. The Debtors'  
21 emergence from Bankruptcy shall not relieve the Parties from their responsibility to maintain the  
22 confidentiality of Discovery Material pursuant to this Order, and the Court shall retain jurisdiction to  
23 enforce the terms of this Order.

24           13.4 Amendment Of Order. This Order is subject to modification by this Court upon  
25 good cause shown by any Party. Nothing herein shall preclude a Party from applying at any time  
26 (including, without limitation, after the conclusion of these Chapter 11 proceedings) to the Court for  
27 relief from (including, without limitation termination of) any or all of the provisions of this Order. The  
28 Debtors and the Party seeking to modify or terminate the Order shall meet and confer in good faith to

1 reach an agreement on any issues in dispute concerning the meaning, application, or interpretation of  
2 this Order prior to any application to the Court for resolution of such dispute. A Producing Party and a  
3 Receiving Party may agree to modify this Order as it applies to a particular production or a particular  
4 proceeding in the Cases with (7) business days prior notice to the Debtors.

5       13.5    Use Of Discovery Material By Producing Party. Nothing in this Order affects  
6 the right of any Producing Party to use or disclose its own Discovery Material in any way. Such  
7 disclosure will not waive the protections of this Order and will not otherwise entitle other Parties or  
8 their attorneys to use or disclose such Discovery Material in violation of this Order.

9       13.6    Obligations Of Parties. Nothing herein shall relieve a Party of its obligations  
10 under the Federal Rules, Bankruptcy Rules, Local Rules, or under any future stipulations and orders,  
11 regarding the production of documents or the making of timely responses to Discovery Requests in  
12 connection with any Dispute or the Chapter 11 Cases.

13       13.7    Advice Of Counsel. Nothing herein shall prevent or otherwise restrict counsel  
14 from rendering ~~advice~~ to their clients in connection with these Chapter 11 proceedings and, in the  
15 course thereof, relying on examination of Protected Material; provided, however, that in rendering  
16 such advice and otherwise communicating with such client, counsel shall not make specific disclosure  
17 of any information in any manner that is inconsistent with the restrictions or procedures set forth  
18 herein.

19       13.8    Enforcement. The provisions of this Order constitute an Order of this Court and  
20 violations of the provisions of this Order are subject to enforcement and the imposition of legal  
21 sanctions in the same manner as any other Order of the Court.

22       14.    FINAL DISPOSITION

23       Within 90 days after the conclusion of the Debtors' emergence from Bankruptcy, unless  
24 otherwise ordered by the Court, each Receiving Party must return all Protected Material to the  
25 Producing Party or destroy such material. As used in this subdivision, "all Protected Material" includes  
26 all copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of  
27 the Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party  
28 must submit a written certification to the Producing Party (and, if not the same person or entity, to the

1 Designating Party) by the 90 day deadline that (1) identifies (by category, where appropriate) all the  
2 Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not  
3 retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing  
4 any of the Protected Material. Notwithstanding this provision, Outside Counsel are entitled to retain an  
5 archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal  
6 memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and  
7 consultant and expert work product, even if such materials contain Protected Material. A Receiving  
8 Party's obligations under this paragraph shall not require the destruction or return of Confidential,  
9 Highly Confidential or Professional Eyes Only Material by Outside Counsel that is stored on backup  
10 storage or in archiving solutions made in accordance with regular data backup procedures for disaster  
11 recovery or litigation hold, provided that Outside Counsel maintains the confidentiality thereof in  
12 accordance with this Order. If a Receiving Party chooses to take all commercially reasonable steps to  
13 destroy, rather than return, documents in accordance with this paragraph, that Receiving Party shall, if  
14 requested by the Producing Party, verify such destruction in writing to counsel for the Producing Party.  
15 Notwithstanding anything in this paragraph, to the extent that the information in the Discovery Material  
16 remains confidential, the terms of this Order shall remain binding.

17 \*\*END OF ORDER\*\*

18 **IT IS SO ORDERED.**

19 **DATED:**

20 **Judge Dennis Montali**

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_ [print  
4 or type full address], declare under penalty of perjury that I have read in its entirety and understand the  
5 Confidentiality and Protective Order that was issued by the United States Bankruptcy Court for the  
6 Northern District of California on [date] in *In re PG&E Corp., et al.*, CASE NO. 3:19-bk-30088 (the  
7 “Order”). I agree to comply with and to be bound by all the terms of the Order and I understand and  
8 acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of  
9 contempt. I solemnly promise that I will not disclose in any manner any information or item that is  
10 subject to the Order to any person or entity except in strict compliance with the provisions of the  
11 Order.

12 I further agree to submit to the jurisdiction of the United States Bankruptcy Court for the  
13 Northern District of California for the purpose of enforcing the terms of this Confidentiality and  
14 Protective Order, even if such enforcement proceedings occur after termination of this action.

15 I hereby appoint \_\_\_\_\_ [print or type full name] of  
16 \_\_\_\_\_ [print or type full address and telephone number] as  
17 my California agent for service of process in connection with this action or any proceedings related to  
18 enforcement of the Order.

19  
20 Date: \_\_\_\_\_

21 City and State where sworn and signed: \_\_\_\_\_

23 Printed name: \_\_\_\_\_

25 Signature: \_\_\_\_\_

## EXHIBIT B

## LIST OF SUBROGATION COUNSEL

<u>Law Firm</u>	<u>Individual</u>
<u>Alper &amp; McCulloch</u>	<u>Dean Alper</u>
<u>Bauman Loewe Witt &amp; Maxwell, PLLC</u>	<u>Scott Loewe</u>
<u>Bauman Loewe Witt &amp; Maxwell, PLLC</u>	<u>Mark Bauman</u>
<u>Berger Kahn</u>	<u>Craig Simon</u>
<u>Cozen O'Connor P.C.</u>	<u>Howard Maycon</u>
<u>Cozen O'Connor P.C.</u>	<u>Kevin Bush</u>
<u>Cozen O'Connor P.C.</u>	<u>Mark Felger</u>
<u>Denenberg Tuffley, PLLC</u>	<u>Paul Casetta</u>
<u>Denenberg Tuffley, PLLC</u>	<u>Alan McMaster</u>
<u>Gibson Robb &amp; Lindh LLP</u>	<u>Joshua E. Kirsch</u>
<u>Greer, Herz, &amp; Adams, LLP</u>	<u>David Booth</u>
<u>Grotefeld Hoffmann Gordon Ochoa &amp; Evinger, LLP</u>	<u>Mark Grotefeld</u>
<u>Grotefeld Hoffmann Gordon Ochoa &amp; Evinger, LLP</u>	<u>Maura Walsh-Ochoa</u>
<u>Grotefeld Hoffmann Gordon Ochoa &amp; Evinger, LLP</u>	<u>Waylon Pickett</u>
<u>Jang &amp; Associates LLP</u>	<u>Alan Jang</u>
<u>Law Offices of Shawn E. Caine, A.P.C.</u>	<u>Shawn Caine</u>
<u>Mazzola Lindstrom LLP</u>	<u>Wendy Lindstrom</u>
<u>Mazzola Lindstrom LLP</u>	<u>Hanoch Sheps</u>
<u>Nielsen Zehe &amp; Antas, PC</u>	<u>Jack McCabe</u>
<u>Nielsen Zehe &amp; Antas, PC</u>	<u>Brian T. Suth</u>
<u>Noma Law</u>	<u>Sally Noma</u>
<u>Prager Dreifuss</u>	<u>Gion Christian Casanova</u>
<u>Robins Kaplan LLP</u>	<u>Scott G. Johnson</u>
<u>Schroeder Loscutoff LLP</u>	<u>Eric Schroeder</u>

<u>1</u>	<u>Schroeder Loscutoff LLP</u>	<u>Bill Loscutoff</u>
<u>2</u>	<u>Shoecraft Burton, LLP</u>	<u>Michelle Burton</u>
<u>3</u>	<u>Shoecraft Burton, LLP</u>	<u>Rachel Kelly</u>
<u>4</u>	<u>Sloane and Walsh, LLP</u>	<u>John A. Donovan III</u>
<u>5</u>	<u>Sloane and Walsh, LLP</u>	<u>Anthony J. Antonellis</u>
<u>6</u>	<u>Soltman, Levitt, Flaherty, &amp; Wattles LLP</u>	<u>Steven B. Soltman</u>
<u>7</u>	<u>Soltman, Levitt, Flaherty, &amp; Wattles LLP</u>	<u>Steven S. Nimoy</u>
<u>8</u>	<u>Stutman Law</u>	<u>Tim Cary</u>
<u>9</u>	<u>Stutman Law</u>	<u>Nathan Hurd</u>